

**CERTIFIED MAIL 7002 0460 0003 9575 2381**  
**RETURN RECEIPT REQUESTED**

December 5, 2003

TelNet Worldwide, Inc.  
ATTN: Mark Iannuzzi, President  
1017 Naughton Drive  
Troy, MI 48083

RE: Opt-In to existing Interconnection, Resale and Unbundling Agreement

Dear Mr. Iannuzzi:

CenturyTel of Central Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, and Telephone USA of Wisconsin, LLC (referred to as "CenturyTel") have received a request from TelNet Worldwide, Inc. (referred to as "TelNet"), stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), TelNet wishes to adopt the terms of the Interconnection Agreement between CenturyTel of Central Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, and Telephone USA of Wisconsin, LLC and Level 3 Communications, LLC ("Level 3") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in PSCW Docket 05-MA-130 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to TelNet's adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following points, except where noted in the postscript by TelNet below:

1. Except as set forth below, TelNet adopts the Terms of the Level 3 agreement for interconnection with CenturyTel and in applying the Terms, agrees that TelNet shall be substituted in place of Level 3 in the Terms wherever appropriate.
2. TelNet requests that notice to TelNet as may be required under the Terms shall be provided as follows:

TelNet Worldwide, Inc.  
ATTN: Mark Iannuzzi, President  
1017 Naughton Drive  
Troy, MI 48083  
Phone: (248) 485-1001  
Fax: (248) 485-1050

3. TelNet represents and warrants that it has obtained or will obtain authority from the Public Service Commission of Wisconsin to provide local exchange service within each CenturyTel Wisconsin Exchange prior to operating in each exchange and that its adoption of the Terms will cover services in the State of Wisconsin only.
4. TelNet's adoption of the Level 3 Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate on December 31, 2004 pursuant to the Level 3 Terms.

5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the Terms to TelNet as either a voluntary or a negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of TelNet 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be prescribed by federal, state, or local government authority, including actions taken by the Public Service Commission of Wisconsin in Docket No. 05-MA-130, or any court on appeal thereof. The Parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them with such law, rule or regulation. If the Parties are unable to agree to such a written amendment, either Party may seek Dispute Resolution according to the Terms.
7. CenturyTel reserves the right to deny any TelNet adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to TelNet are greater than the costs of providing it to Level 3;
  - (b) if the provision of the Terms to TelNet is not technically feasible; and/or to the extent TelNet already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption); and
  - (c) when Non-Recurring charges applicable to Resale or in CenturyTel's local tariff apply without discount.
8. As noted above, pursuant to Rule 809, the FCC gave ILECs the ability to deny 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within this exception. CenturyTel never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have required reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based. With this in mind, CenturyTel opposes, and reserves the right to deny, the adoption and/or the application of the provisions of the Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation.

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9. Should TelNet attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return to Francis J. Runkel, Regional Manager of Carrier Relations, 333 North Front Street, La Crosse, WI 54601.

Sincerely,

CenturyTel of Central Wisconsin, LLC  
CenturyTel of the Midwest-Kendall, LLC  
Telephone USA of Wisconsin, LLC

\_\_\_\_\_  
Francis J. Runkel  
Region Manager - Carrier Relations

Date signed:\_\_\_\_\_

TelNet Worldwide, Inc.

\_\_\_\_\_  
Mark Iannuzzi, President

Date signed:\_\_\_\_\_

Attachment  
Interconnection, Resale and Unbundling Agreement between CenturyTel of Central Wisconsin, LLC,  
CenturyTel of the Midwest-Kendall, LLC, and Telephone USA of Wisconsin, LLC and Level 3  
Communications, LLC